Case 19-20131-GLT Doc 50 Filed 02/03/21 Entered 02/03/21 14:57:29 Desc Main Document Page 1 of 11 IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:)	
)	
Douglas E. Gallentine, Jr.,)	Case No. 19-20131 GLT
Debtor)	Chapter 13
)	Docket No.
Douglas E. Gallentine, Jr.,)	
Movant)	
)	
VS.)	
)	
Loandepot.com LLC, USAA Federal Savings Bank,)	
Quantum3 Group LLC, Office of the US Trustee and)	
Ronda J. Winnecour, Trustee,)	
Respondents)	

NOTICE OF PROPOSED MODIFICATION TO CONFIRMED PLAN DATED DECEMBER 19, 2018

- 1. Pursuant to 11 U.S.C. Section 1329, the debtor has filed an Amended Chapter 13 Plan dated February 3, 2021. Pursuant to the Amended Chapter 13 Plan, the debtor seeks to modify the confirmed plan in the following particulars:
 - a. The new monthly payment is \$1,750.00 effective February 2021.
 - b. The arrears owed to Loandepot.com LLC have been updated to match the filed proof of claim and the monthly payment has been updated to match the most recent notice of mortgage payment change filed.
 - c. USAA has been moved from section 3.3 to 3.5 as the debtor wishes to surrender the vehicle. No future payments are to be made on this vehicle. All prior payments proper.
 - d. Quantum3 Group LLC has been added to section 3.3 at the amount listed on the filed proof of claim.
 - e. Unsecured repayment stays at 5% but the amount has been increased to \$1,342.00 to account for filed claims.
 - f. Counsel fees have been added for work Debtor's counsel has completed in accordance with the amended plan.
 - 2. The proposed modification to the confirmed plan will impact the treatment of the claims of the following creditors and in the following particulars:
 - a. Loandepot.com LLC will receive \$947.99 per month effective February 2021.
 - b. USAA will no longer receive any payments as this vehicle is being surrendered.
 - c. Quantum 3 Group LLC will receive \$48.80 per month effective February 2021.
 - d. The unsecured creditor pool is now \$1,342.00 which is still 5% of the filed claims.
 - e. No other parties will be impacted.

Case 19-20131-GLT Doc 50 Filed 02/03/21 Entered 02/03/21 14:57:29 Desc Main Document Page 2 of 11

- 3. The debtor submits that the reason for the modification is as follows:
 - a. The Debtor wishes to surrender the vehicle financed through USAA.
- 4. The debtor submits that the requested modification is being proposed in good faith, and not for any means prohibited by applicable law. The debtor further submits that the proposed modification complies with 11 U.S.C. Section 1322(a), 1322(b), 1325(a), and 1329, and except as set forth above, there are no other modifications sought by way of the Amended Chapter 13 Plan.

WHEREFORE, the debtor respectfully requests that this Court enter an Order confirming the Amended Chapter 13 Plan, and for such other relief the Court deems equitable and just.

Respectfully submitted,

February 3, 2021
DATE

/s/ Abagale Steidl

Abagale Steidl, Esquire
Attorney for the Debtors
STEIDL & STEINBERG
Suite 2830 – Gulf Tower
707 Grant Street
Pittsburgh, PA 15219
(412) 391-8000
PA I. D. No. 319217
asteidl@steidl-steinberg.com

Case 19-20131-GLT Doc 50 Filed 02/03/21 Entered 02/03/21 14:57:29 Desc Main Document Page 3 of 11

Fill in this info	ormation to ident	ify your case:						
Debtor 1	Douglas	E.	Gallentine,	Jr.	\boxtimes	Check if this is	s an a	ımended
2 02.0.	First Name	Middle Name	Last Name			plan, and list b		
Debtor 2 (Spouse, if filing)	Fire	Marin Marin	- Lather			sections of the been changed	•	that have
(Spouse, il lilling)	First Name	Middle Name	Last Name		2.1, 3	3.1, 3.3, 3.5, 4.3	, 5.1	
United States Ba	nkruptcy Court for the	e Western District of F	² ennsylvania					
Case number (if known)	19-20131 GL	T						
		Pennsylvan						
Chapter	<u>r 13 Plan</u>	Dated: Fe	b 3, 2021					
Part 1: Not	ices		_					
To Debtors:	indicate that the	he option is appre	opriate in your circ	e in some cases, but the properties. Plans that of the plans that of the plans of t	do not co	mply with loca	al rule	
	In the following	notice to creditors,	you must check each	n box that applies.				
To Creditors:	YOUR RIGHTS	MAY BE AFFECTI	ED BY THIS PLAN.	YOUR CLAIM MAY BE RE	EDUCED,	MODIFIED, OR	ELIMI	INATED.
		d this plan carefully ay wish to consult c	•	our attorney if you have one	e in this ba	ankruptcy case.	If you	ı do not have
	ATTORNEY MU THE CONFIRM PLAN WITHOU	JST FILE AN OBJ IATION HEARING, IT FURTHER NOTI	IECTION TO CONFI , UNLESS OTHERV ICE IF NO OBJECTI	YOUR CLAIM OR ANY P IRMATION AT LEAST SEV WISE ORDERED BY THE ION TO CONFIRMATION IS POF OF CLAIM IN ORDER	VEN (7) D. COURT. S FILED.	AYS BEFORE THE COURT I SEE BANKRUI	THE D WAY (PTCY	DATE SET F CONFIRM TI RULE 3015.
	includes each	of the following i		Debtor(s) must check on ded" box is unchecked on n.				
payment				3, which may result in a p te action will be require		Included	•	Not Include
	•	•	y, nonpurchase-mo d to effectuate such	oney security interest, set limit)	out in	○ Included	•	Not Include
.3 Nonstanda	ırd provisions, se	t out in Part 9				○ Included	•	Not Include
Part 2: Pla	n Payments an	d Length of Plar	1					
Debtor(s) will	make regular pay	ments to the trus	tee:					
Total amount of	of \$ <u>1,750.00</u>	per month for	a remaining plan te	rm of 60 months shall	be paid to	the trustee fro	m futu	ire earnings
Payments	By Income Attac	hment Directly b	by Debtor	By Automated Bank Tra	ansfer			
D#1	\$1,750.	00	\$0.00	\$0.00				
D#2	\$0.00	1	\$0.00	\$0.00				

Debtor(s**Casse**g19<u>E20131, GJ.</u>T Doc 50 Filed 02/03/21 Entered 02/03/21 ու 4:57:29 19-10-es c Main Document Page 4 of 11

2.2	Additional payments:								
	Unpaid Filing Fees. The bala available funds.	nce of \$	shall	be fully paid by	the Trustee to	the Clerk o	f the Bankruptcy	Court from the first	
	Check one.								
	None. If "None" is checked, the	ne rest of Section 2	2.2 need not be	e completed or r	eproduced.				
	The debtor(s) will make addi amount, and date of each antic) to the truste	ee from other s	ources, as spe	ecified below	w. Describe the	source, estimated	
2.3 Par	The total amount to be paid in plus any additional sources of part 3:	plan funding des			y the trustee I	pased on ti	ne total amount	of plan payments	
	Trouble of Goodies								
3.1	Maintenance of payments and cure of default, if any, on Long-Term Continuing Debts. Check one. None. If "None" is checked, the rest of Section 3.1 need not be completed or reproduced. The debtor(s) will maintain the current contractual installment payments on the secured claims listed below, with any changes required by the applicable contract and noticed in conformity with any applicable rules. These payments will be disbursed by the trustee. Any existing arrearage on a listed claim will be paid in full through disbursements by the trustee, without interest. If relief from the automatic stay is ordered as to any item of collateral listed in this paragraph, then, unless otherwise ordered by the court, all payments under this paragraph as to that collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan.								
	as to that condition will couse,								
	Name of creditor	Collate			Current installm paymer (includir	ent	Amount of arrearage (if any)	Start date (MM/YYYY)	
		Collate	ral	onnellsville, PA 1	installm paymer (includir	ient it	arrearage (if	(MM/YYYY)	
	Name of creditor	600 Dr.	ral	onnellsville, PA 1	installm paymer (includir	nent nt ng escrow)	arrearage (if any)	(MM/YYYY)	
3.2	Name of creditor Loan Depot	Gollate 600 Dr	ral y Hill Road, Co		installm paymer (includir 5425 \$9	nent it gg escrow) 047.99	arrearage (if any) \$18,877.00	(MM/YYYY)	
3.2	Name of creditor Loan Depot Insert additional claims as needed.	Gollate 600 Dr	ral y Hill Road, Co		installm paymer (includir 5425 \$9	nent it gg escrow) 047.99	arrearage (if any) \$18,877.00	(MM/YYYY)	
3.2	Loan Depot Insert additional claims as needed. Request for valuation of security Check one. None. If "None" is checked, the	600 Dr	y Hill Road, Co	ims, and modif	installm paymer (includin 5425 \$9	nent it gg escrow) 047.99	arrearage (if any) \$18,877.00	(MM/YYYY)	
3.2	Name of creditor Loan Depot Insert additional claims as needed. Request for valuation of security Check one.	600 Dry	y Hill Road, Co y secured clai 3.2 need not be	ims, and modif	installm paymer (includin 5425 \$9 ication of und eproduced.	nent ht ng escrow) 047.99	arrearage (if any) \$18,877.00 Claims.	(MM/YYYY)	
3.2	Loan Depot Insert additional claims as needed. Request for valuation of security Check one. None. If "None" is checked, the	Gollate 600 Dry y, payment of full the rest of Section 3 raph will be effect	y Hill Road, Co y secured cla 3.2 need not be tive only if the	ims, and modif e completed or re applicable bo	installm paymer (includir 5425 \$9 ication of und eproduced.	nent it g escrow) 047.99 ersecured of	\$18,877.00 claims.	(MM/YYYY) 01/2021	
3.2	Loan Depot Insert additional claims as needed. Request for valuation of security Check one. None. If "None" is checked, the the remainder of this parage. The debtor(s) will request, by the remainder of the the remainder of	y, payment of full ne rest of Section 3 raph will be effected by, the debtor(s) s	y Hill Road, Co y secured clai 3.2 need not be tive only if the adversary pro	ims, and modified completed or repair applicable books acceding, that the value of the sec	installm paymer (includir 5425 \$9 ication of und eproduced. ix in Part 1 of the court determinated claims should be said to the court determinated by the court d	nent it it ig escrow) i47.99 ersecured of this plan is ine the value ould be as	\$18,877.00 \$18,877.00 claims. checked. e of the secured set out in the co	(MM/YYYY) 01/2021 claims listed	
3.2	Loan Depot Insert additional claims as needed. Request for valuation of security Check one. None. If "None" is checked, the tremainder of this paragram The debtor(s) will request, by a below. For each secured claim listed belogiated.	y, payment of full ne rest of Section 3 raph will be effect filing a separate a bw, the debtor(s) s h listed claim, the shat exceeds the a aim is listed below	y Hill Road, Co y secured cla 3.2 need not be tive only if the adversary pro state that the v value of the se mount of the se as having no	ims, and modified completed or received in a completed or received in a complete in a	installm paymer (includir 5425 \$9 ication of und eproduced. ax in Part 1 of the court determinated claims show the paid in full will be treated as ditor's allowed	ersecured of the the value ould be as with interest an unsecuciaim will but the text of th	\$18,877.00 \$18,877.00 claims. checked. e of the secured set out in the co at the rate stated red claim under e treated in its e	claims listed lumn headed d below. Part 5. If the	
3.2	Loan Depot Insert additional claims as needed. Request for valuation of security Check one. None. If "None" is checked, the The remainder of this parage The debtor(s) will request, by a below. For each secured claim listed below. For each secured claim listed below. The portion of any allowed claim the amount of a creditor's secured claim under Part 5 (prov.) Name of creditor Estimat of creditor	collate 600 Dry y, payment of full he rest of Section 3 raph will be effect bow, the debtor(s) she listed claim, the shat exceeds the anim is listed below wided that an approximate the second control of the shat exceeds the anim is listed below wided that an approximate the second control of the shat exceeds the anim is listed below wided that an approximate the second control of the shat exceeds the anim is listed below wided that an approximate the second control of the shat exceeds the anim is listed below wided that an approximate the second control of the shat exceeds	y Hill Road, Co y secured cla 3.2 need not be tive only if the adversary pro state that the v value of the se mount of the se as having no	ims, and modified completed or received in a completed or received in a complete in a	installm paymer (includir 5425 \$9 ication of und eproduced. ax in Part 1 of the court determinated claims show the paid in full will be treated as ditor's allowed	his plan is ine the value ould be as with interest an unsecuclaim will be diversary pr	\$18,877.00 \$18,877.00 claims. checked. e of the secured set out in the co at the rate stated red claim under e treated in its e oceeding). of Interest rate	claims listed lumn headed d below. Part 5. If the	

Debtor(sCaseal9E20131nGJrT Doc 50 Filed 02/03/21 Entered 02/03/21 14:57:29 19-20 es c Main Page 5 of 11 Document 3.3 Secured claims excluded from 11 U.S.C. § 506. Check one. None. If "None" is checked, the rest of Section 3.3 need not be completed or reproduced. The claims listed below were either: (1) Incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for personal use of the debtor(s), or (2) Incurred within one (1) year of the petition date and secured by a purchase money security interest in any other thing of value. These claims will be paid in full under the plan with interest at the rate stated below. These payments will be disbursed by the trustee. Name of creditor Collateral Amount of claim Interest Monthly payment rate to creditor 600 Dry Hill Road Quantum3 Group LLC \$2.927.86 0% \$48.80 Connellsville, PA 15425 Insert additional claims as needed. 3.4 Lien Avoidance. Check one. None. If "None" is checked, the rest of Section 3.4 need not be completed or reproduced. The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked. The judicial liens or nonpossessory, nonpurchase-money security interests securing the claims listed below impair exemptions to which the debtor(s) would have been entitled under 11 U.S.C. § 522(b). The debtor(s) will request, by filing a separate motion, that the court order the avoidance of a judicial lien or security interest securing a claim listed below to the extent that it impairs such exemptions. The amount of any judicial lien or security interest that is avoided will be treated as an unsecured claim in Part 5 to the extent allowed. The amount, if any, of the judicial lien or security interest that is not avoided will be paid in full as a secured claim under the plan. See 11 U.S.C. § 522(f) and Bankruptcy Rule 4003(d). If more than one lien is to be avoided, provide the information separately for each lien

Januario, Maio 1000(a). Il Illi		nasa, provide are anomalien esparately		
Name of creditor	Collateral	Modified principal balance*	Interest rate	Monthly payment or pro rata
		\$0.00	0%	\$0.00

Insert additional claims as needed.

*If the lien will be wholly avoided, insert \$0 for Modified principal balance.

3.5 Surrender of Collateral.

Check one.

None. If "None" is checked, the rest of Section 3.5 need not be completed or reproduced.

The debtor(s) elect to surrender to each creditor listed below the collateral that secures the creditor's claim. The debtor(s) request that upon confirmation of this plan the stay under 11 U.S.C. § 362(a) be terminated as to the collateral only and that the stay under 11 U.S.C. § 1301 be terminated in all respects. Any allowed unsecured claim resulting from the disposition of the collateral will be treated in Part 5.

Name of creditor Collateral

USAA 2005 Ford F250

Debtor(sCaseg19E2011311-16-1-T Doc 50 Filed 02/03/21 Entered 02/03/21 հ14-57:29 19-10-es c Main Document Page 6 of 11

3.	6	Sec	ure	d:	tax	clai	ims.

Name of taxing authority	Total amount of claim	Type of tax	Interest rate*	Identifying number(s) if collateral is real estate	Tax periods
	\$0.00		0%		

Insert additional claims as needed.

Part 4:

Treatment of Fees and Priority Claims

4.1 General.

Trustee's fees and all allowed priority claims, including Domestic Support Obligations other than those treated in Section 4.5, will be paid in full without postpetition interest.

4.2 Trustee's fees.

Trustee's fees are governed by statute and may change during the course of the case. The trustee shall compute the trustee's percentage fees and publish the prevailing rates on the court's website for the prior five years. It is incumbent upon the debtor(s)' attorney or debtor (if *pro se*) and the trustee to monitor any change in the percentage fees to insure that the plan is adequately funded.

4.3 Attorney's fees.

Attorney's fees are payable to Steidl & Steinberg, PC	In addition to a retainer of \$	1,100.00	(of which \$500.	.00 was a
payment to reimburse costs advanced and/or a no-look costs deposit		of the debtor,	the amount of \$	3,400.00 is
to be paid at the rate of \$100.00 per month. Including any retai	ner paid, a total of \$	_ in fees and	costs reimburse	ment has been
approved by the court to date, based on a combination of the n	o-look fee and costs deposit	and previous	sly approved ap	oplication(s) for
compensation above the no-look fee. An additional \$ 1,000.00 v	vill be sought through a fee ap _l	plication to be	filed and appro	ved before any
additional amount will be paid through the plan, and this plan contain	0 1 7	at additional a	mount, without	diminishing the
amounts required to be paid under this plan to holders of allowed unse	ecured claims.			
Objects have if a majest feet in the consent moved at feet in Level Ba				

Check here if a no-look fee in the amount provided for in Local Bankruptcy Rule 9020-7(c) is being requested for services rendered to the debtor(s) through participation in the bankruptcy court's Loss Mitigation Program (do not include the no-look fee in the total amount of compensation requested, above).

4.4 Priority claims not treated elsewhere in Part 4.

None. If "None" is checked, the rest of Section 4.4 need not be completed or reproduced.

Name of creditor	Total amount of claim	Interest rate (0% if blank)	Statute providing priority status
	\$0.00	0%	

^{*} The secured tax claims of the Internal Revenue Service, Commonwealth of Pennsylvania, and any other tax claimants shall bear interest at the statutory rate in effect as of the date of confirmation.

Debtor(s) Caseg 19 <u>E</u> 2013 1 ր G J L T Doc 50 Filed 02/03/21 Entered 02/03/21 ր 14:57:29 19-10 es c Main Document Page 7 of 11

4.5	Priority Domestic Sur	port Obligations not assigned or	r owed to a governmental unit.
-----	-----------------------	----------------------------------	--------------------------------

If the debtor(s) is/are currently paying Domestic Support Obligations through existing state court order(s) and leaves this section blank, the debtor(s) expressly agrees to continue paying and remain current on all Domestic Support Obligations through existing state court orders.								
Check here if this payment is for prepetition arrearages only.								
	Name of creditor (specify the actual payee, e.g. SCDU)	PA Description		Claim	Monthly payment or pro rata			
				\$0.00	\$0.00			
	Insert additional claims as needed.							
1.6	Amount of claim to be paid Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount. Check one. None. If "None" is checked, the rest of Section 4.6 need not be completed or reproduced. The allowed priority claims listed below are based on a Domestic Support Obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim under 11 U.S.C. § 1322(a)(4). This provision requires that payments in Section 2.1 be for a term of 60 months. See 11 U.S.C. § 1322(a)(4). Name of creditor Amount of claim to be paid							
	Insert additional claims as needed.		_					
l.7	Priority unsecured tax claims paid in full.							
	Name of taxing authority	Total amount of claim	Type of tax	Interest rate (0% if blank)	Tax periods			
		\$0.00		0%				
	Inpart additional plaims as peeded							

Debtor(sCasagla9E20alantinGJr.T Doc 50 Filed 02/03/21 Entered 02/03/21 114657:2919-10es 61 Main Document Page 8 of 11

Part 5:	Treatment	of Nonpriority

v Unsecured Claims

	recament of recipitority encoders	, a Granno				
5.1	Nonpriority unsecured claims not separately cl	assified.				
	Debtor(s) ESTIMATE(S) that a total of \$1,342.00	will be available for dist	ribution to nonpriority unsec	cured creditors.		
	Debtor(s) ACKNOWLEDGE(S) that a MINIMUM of alternative test for confirmation set forth in 11 U.S.	· 	paid to nonpriority unsecure	ed creditors to comply v	vith the liquidation	
	The total pool of funds estimated above is NOT available for payment to these creditors under the percentage of payment to general unsecured cred of allowed claims. Late-filed claims will not be paid pro-rata unless an objection has been filed within included in this class.	plan base will be determi litors is5%. The d unless all timely filed cla	ned only after audit of the page of payment rims have been paid in full.	olan at time of completion nay change, based upo Thereafter, all late-filed	on. The estimated n the total amount claims will be paid	
5.2	Maintenance of payments and cure of any defa	ult on nonpriority unsec	ured claims.			
	Check one.					
	None. If "None" is checked, the rest of Section 5.2 need not be completed or reproduced.					
	The debtor(s) will maintain the contractual installment payments and cure any default in payments on the unsecured claims listed below on which the last payment is due after the final plan payment. These payments will be disbursed by the trustee. The claim for the arrearage amount will be paid in full as specified below and disbursed by the trustee.					
	Name of creditor	Current installment payment	Amount of arrearage to be paid on the claim	Estimated total payments by trustee	Payment beginning date (MM/ YYYY)	
		\$0.00	\$0.00	\$0.00		
	Insert additional claims as needed.			-		

5.3 Postpetition utility monthly payments.

The provisions of Section 5.3 are available only if the utility provider has agreed to this treatment. These payments comprise a single monthly combined payment for postpetition utility services, any postpetition delinquencies, and unpaid security deposits. The claim payment will not change for the life of the plan. Should the utility obtain a court order authorizing a payment change, the debtor(s) will be required to file an amended plan. These payments may not resolve all of the postpetition claims of the utility. The utility may require additional funds from the debtor(s) after discharge.

Name of creditor	Monthly payment	Postpetition account number
	\$0.00	

Debtor(sCaseg19E20131InGLT Doc 50 Filed 02/03/21 Entered 02/03/21 114:57:29 19-10 es @Main Document Page 9 of 11

5.4	Other separately classified nonpriority unsecured claims.								
	Check one.								
	None. If "None" is checked, the rest of Section 5.4 need not be completed or reproduced.								
	The allowed nonpriority unsecured claims listed below are separately classified and will be treated as follows:								
	Name of creditor	Basis for separate cla treatment	ssification and	Amount of arrearage to be paid	rate p	Estimated total payments by trustee			
				\$0.00	0%	\$0.00			
	Insert additional claims as n	eeded.							
Par	rt 6: Executory Contr	racts and Unexpired Leases							
	ZACCULOTY CONT.	acto and Chexpired Educed							
	Check one. None. If "None" is checked, the rest of Section 6.1 need not be completed or reproduced. Assumed items. Current installment payments will be disbursed by the trustee. Arrearage payments will be disbursed by the trustee.								
	Name of creditor	Description of leased property or executory contract	Current installment payment	Amount of arrearage to be paid	Estimated to payments by trustee				
			\$0.00	\$0.00	\$0.00				
	Insert additional claims as n	eeded.			_				
Par	rt 7: Vesting of Prope	erty of the Estate							
- 4	Downson of the contest of the		I - I - 4 4 - 1 1			£			
7.1	Property of the estate shall	I not re-vest in the debtor(s) until the d	ieptor(s) nave co	inpieted all payments	s unaer the con	urmed plan.			

Part 8: General Principles Applicable to All Chapter 13 Plans

- This is the voluntary chapter 13 reorganization plan of the debtor(s). The debtor(s) understand and agree(s) that the chapter 13 plan may be extended as necessary by the trustee (up to any period permitted by applicable law) to insure that the goals of the plan have been achieved. Notwithstanding any statement by the trustee's office concerning amounts needed to fund a plan, the adequacy of plan funding in order to meet the plan goals remains the sole responsibility of debtor(s) and debtor(s)' attorney. It shall be the responsibility of the debtor(s) and debtor(s)' attorney to monitor the plan to ensure that the plan remains adequately funded during its entire term.
- 8.2 Prior to the meeting of creditors, the debtor(s) shall comply with the tax return filing requirements of 11 U.S.C § 1308 and provide the trustee with documentation of such compliance by the time of the meeting. Debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the information needed for the trustee to comply with the requirements of 11 U.S.C. § 1302 as to the notification to be given to Domestic Support Obligation creditors, and debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the calculations relied upon to determine the debtor(s)' current monthly income and disposable income.
- 8.3 The debtor(s) shall have a duty to inform the trustee of any assets acquired while the chapter 13 case is pending, such as insurance proceeds, recovery on any lawsuit or claims for personal injury or property damage, lottery winnings, or inheritances. The debtor(s) must obtain prior court approval before entering into any postpetition financing or borrowing of any kind, and before selling any assets.

Debtor(sCaseg19E201311ក្GLT Doc 50 Filed 02/03/21 Entered 02/03/21 പിഷ്ട7:2919-12escMain Document Page 10 of 11

- **8.4** Unless otherwise stated in this plan or permitted by a court order, all claims or debts provided for by the plan to receive a distribution shall be paid by and through the trustee.
- 8.5 Percentage fees to the trustee are paid on receipts of plan payments at the rate fixed by the United States Trustee. The trustee has the discretion to adjust, interpret, and implement the distribution schedule to carry out the plan, provided that, to the extent the trustee seeks a material modification of this plan or its contemplated distribution schedule, the trustee must seek and obtain prior authorization of the court. The trustee shall follow this standard plan form sequence unless otherwise ordered by the court:

Level One: Unpaid filing fees.

Level Two: Secured claims and lease payments entitled to 11 U.S.C. § 1326(a)(1)(C) pre-confirmation adequate protection payments.

Level Three: Monthly ongoing mortgage payments, ongoing vehicle and lease payments, installments on professional fees, and

postpetition utility claims.

Level Four: Priority Domestic Support Obligations.

Level Five: Mortgage arrears, secured taxes, rental arrears, vehicle payment arrears.

Level Six: All remaining secured, priority and specially classified claims, and miscellaneous secured arrears.

Level Seven: Allowed nonpriority unsecured claims.

Level Eight: Untimely filed nonpriority unsecured claims for which an objection has not been filed.

- 8.6 As a condition to the debtor(s)' eligibility to receive a discharge upon successful completion of the plan, debtor(s)' attorney or debtor(s) (if pro se) shall file Local Bankruptcy Form 24 (Debtor's Certification of Discharge Eligibility) with the court within forty-five (45) days after making the final plan payment.
- 8.7 The provisions for payment to secured, priority, and specially classified unsecured creditors in this plan shall constitute claims in accordance with Bankruptcy Rule 3004. Proofs of claim by the trustee will not be required. In the absence of a contrary timely filed proof of claim, the amounts stated in the plan for each claim are controlling. The clerk shall be entitled to rely on the accuracy of the information contained in this plan with regard to each claim. Unless otherwise ordered by the court, if a secured, priority, or specially classified creditor timely files its own claim, then the creditor's claim shall govern, provided the debtor(s) and debtor(s)' attorney have been given notice and an opportunity to object. The trustee is authorized, without prior notice, to pay claims exceeding the amount provided in the plan by not more than \$250.
- 8.8 Any creditor whose secured claim is not modified by this plan and subsequent order of court shall retain its lien.
- 8.9 Any creditor whose secured claim is modified or whose lien is reduced by the plan shall retain its lien until the underlying debt is discharged under 11 U.S.C. § 1328 or until it has been paid the full amount to which it is entitled under applicable nonbankruptcy law, whichever occurs earlier. Upon payment in accordance with these terms and entry of a discharge order, the modified lien will terminate and be released. The creditor shall promptly cause all mortgages, liens, and security interests encumbering the collateral to be satisfied, discharged, and released.
- 8.10 The provisions of Sections 8.8 and 8.9 will also apply to allowed secured, priority, and specially classified unsecured claims filed after the bar date. LATE-FILED CLAIMS NOT PROPERLY SERVED ON THE TRUSTEE AND THE DEBTOR(S)' ATTORNEY OR DEBTOR(S) (IF PRO SE) WILL NOT BE PAID. The responsibility for reviewing the claims and objecting where appropriate is placed upon the debtor(s).

Part 9: Nonstandard Plan Provisions

9.1 Check "None" or List Nonstandard Plan Provisions.

None. If "None" is checked, the rest of part 9 need not be completed or reproduced.

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if the applicable box in Part 1 is checked. Any provision set forth herein is subject to court approval after notice and a hearing upon the filing of an appropriate motion.

PAWB Local Form 10 (12/17) Chapter 13 Plan Page 8 of 9

Debtor(s) Casegil 9 E 2011 31 ու GILT Doc 50 Filed 02/03/21 Entered 02/03/21 ու 14:57:29 19-10 es Gil Main Document Page 11 of 11

Part 10: 5

Signatures

10.1 Signatures of Debtor(s) and Debtor(s)' Attorney.

If the debtor(s) do not have an attorney, the debtor(s) must sign below; otherwise the debtor(s)' signatures are optional. The attorney for the debtor(s), if any, must sign below.

By signing this plan the undersigned, as debtor(s)' attorney or the debtor(s) (if pro se), certify(ies) that I/we have reviewed any prior confirmed plan(s), order(s) confirming prior plan(s), proofs of claim filed with the court by creditors, and any orders of court affecting the amount(s) or treatment of any creditor claims, and except as modified herein, this proposed plan conforms to and is consistent with all such prior plans, orders, and claims. False certifications shall subject the signatories to sanctions under Bankruptcy Rule 9011.

By filing this document, debtor(s)' attorney or debtor(s) (if pro se), also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in the standard chapter 13 plan form adopted for use by the United States Bankruptcy Court for the Western District of Pennsylvania, other than any nonstandard provisions included in Part 9. It is further acknowledged that any deviation from the standard plan form shall not become operative unless it is specifically identified as a "nonstandard" term and is approved by the court in a separate order.

X	X	
Signature of Debtor 1	Signature of Debtor 2	
Executed on	Executed on	
MM/DD/YYYY	MM/DD/YYYY	
X /s/ Abagale Steidl	DateFeb 3, 2021	
Signature of debtor(s)' attorney	MM/DD/YYYY	

PAWB Local Form 10 (12/17) Chapter 13 Plan Page 9 of 9